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3 **UNITED STATES DISTRICT COURT**  
4 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

5 **TCF INVENTORY FINANCE, INC.**

6 **Plaintiff,**

7 **v.**

8 **MARKER OIL COMPANY, INC.**

9 **and**

10 **BILLY LEON MARKER, JR.**

11 **Defendants.**

CASE NO. 2:17-cv-01768-JAM-DB

**ORDER FOR WRIT OF  
POSSESSION**

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14 The Court now considers the application of Plaintiff TCF Inventory  
15 Finance, Inc. ("TCFIF") for issuance of a writ of possession. On August 23,  
16 2017, TCFIF filed an application for issuance of a writ of possession of  
17 certain property. (Dkt. No. 3) On August 26, 2017, TCFIF caused the  
18 application for writ of possession and the application for temporary  
19 restraining order, memorandum in support, and declaration of Sandra  
20 Borrington to be served with the summons and verified complaint. (see Dkt.  
21 No. 13) On August 27, 2017, TCFIF filed its ex parte application for  
22 temporary restraining order. (Dkt. No. 8) The Court ordered that any  
23 responses to the application for temporary restraining order be filed on or  
24 before August 30, 2017. (Dkt. No. 11) TCFIF served the scheduling order  
25 on August 28, 2017. No response was filed. On September 1, 2017, the  
26 Court entered a Temporary Restraining Order (the "TRO"). (Dkt. No. 14)  
27 The TRO was served on September 1, 2017. (Dkt. No. 15). A copy of the  
28 \$1,000,000.00 bond required for the TRO was submitted on September 6,

ORDER FOR WRIT OF POSSESSION

1 2017. (Dkt. No. 16) The TRO required any response to the continuance of  
2 the TRO and the application for writ of possession be filed by September 6,  
3 2017. (see Dkt. No. 14). No response was filed.

4 After considering the pleadings and other papers on file with the Court,  
5 the evidence presented through declarations and the argument of counsel in  
6 the memorandum in support, the Court finds and concludes that the Plaintiff  
7 is entitled to a Writ of Possession issued regarding Marker Oil Company Inc.  
8 ("Marker Oil") for the reason that Marker Oil acquired possession of this  
9 property in the ordinary course of the defendant's trade or business for  
10 commercial purposes, and (1) the property is not necessary for the support  
11 of the defendant or the defendant's family; (2) there is an immediate danger  
12 that the property will become unavailable to levy by reason of being  
13 transferred, concealed or removed from the state, or will become  
14 substantially impaired in value by acts of destruction, or by failure to take  
15 care of the property in a reasonable manner; and (3) the issuance of a writ  
16 of possession is necessary to protect the property.

17 IT IS THEREFORE ORDERED

18 (a) Defendant Marker Oil Company Inc. is ordered to transfer  
19 possession of the property described in Exhibit 1 and any keys, titles,  
20 manufacturer's statement or certificate of origin, and other documentation  
21 relating to the property described in Exhibit 1 to TCFIF without delay. (Code  
22 Civ. Proc., section 512.070.)

23 (b) The Clerk shall issue a Writ of Possession as provided in Code of  
24 Civil Procedure section 512.020, directing the United States Marshal within  
25 whose jurisdiction the property described in Exhibit 1, or some part of it, is  
26 located, to seize and deliver the property described in Exhibit 1 (and any  
27 keys, titles, manufacturer's statement or certificate of origin, and other  
28 documentation relating to the property described in Exhibit 1) to TCFIF or its

1 agents to keep subject to further order of this Court as provided in Code of  
2 Civil Procedure sections 514.010-514.050.

3 (c) The clerk is directed to issue the Writ of Possession immediately.

4 (d) The clerk is directed to issue the Writ of Possession upon the  
5 plaintiff submitting a written undertaking as required by Code of Civil  
6 Procedure section 515.010 or surety bond in the amount of \$2,200,000.00,  
7 which will be satisfied by TCFIF posting a \$1,200,000.00 bond in addition to  
8 the existing \$1,000,000.00 bond that TCFIF posted for the TRO and  
9 preliminary injunction, which prohibits defendants from taking certain actions  
10 with respect to the property to be recovered and requires the defendants to  
11 return the property to 205 N. Main Street, Alturas, California 96101 to  
12 facilitate the recovery of the property from the defendants under the Writ of  
13 Possession.

14 (e) The written undertaking required by the defendant for redelivery or  
15 to stay delivery is in the amount of \$2,200,000.00.

16 (f) The clerk of this court is directed to attach a copy of this order and a  
17 copy of the plaintiff's undertaking(s) to the Writ of Possession.

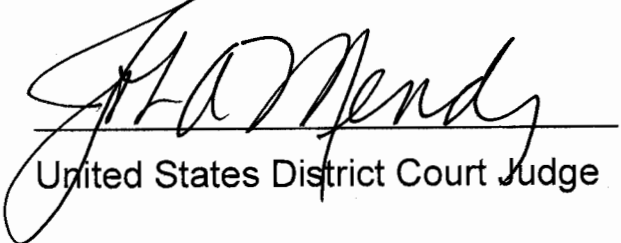
18 (g) The United States Marshal may enter the following private place(s)  
19 to take possession of the property or some part of it: 205 N. Main Street,  
20 Alturas, California 96101, and such other locations within the jurisdiction of  
21 this court controlled by the defendants, on which the property identified in  
22 Exhibit 1 is located. The United States Marshal may use whatever force is  
23 reasonably necessary, including without limitation gaining entry into any  
24 locked or secured premises using any or all means reasonably necessary to  
25 take possession of the property. The defendants are ordered to return the  
26 property described on Exhibit 1 to 205 N. Main Street, Alturas, California  
27 96101 to make the property available for recovery by the levying officer.

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**NOTICE TO DEFENDANT: Failure to comply with an order of the court to turn over possession of such property to the plaintiff may subject you to being held in contempt of court.**

SO ORDERED THIS 11<sup>th</sup> DAY OF SEPTEMBER, 2017.

  
United States District Court Judge

MFG	Serial Number	Model
BRP	3JBPEAR27GJ002169	0007FGA00
BRP	3JBPDAR25GJ003307	0006UGA00
BRP	YDV41356E616	00039GA00
BRP	YDV02139F616	00033GA00
BRP	YDV01853E616	00018GA00
BRP	3JBUKAN27HK000001	0008FHE00
BRP	3JBKKAP22HJ000367	0006EHA00
BRP	3JBKBAP22HJ000014	0006HHA00
BRP	3JBKKAN29HJ000191	0006DHB00
BRP	3JBPEAR29HJ000229	0007FHA00
BRP	YDV33206J617	00036HA00
BRP	3JBLWAU26HJ000580	0004KHA00
BRP	RFGUB2518HS022379	0003JHA00
BRP	3JBLWAJ21HJ000300	0005EHA00
BRP	3JBMWAX27HJ000457	0004FHC00
BRP	3JBLKAJ21HJ000521	0002PHC00
BRP	3JBRKAP28HJ000159	0001DHB00
BRP	3JBVD AW29HK001406	0007SHF00
BRP	3JBPDAR23HJ000178	0006UHC00
BRP	3JBVGAW26HK000429	0007XHC00
BRP	3JBLKAJ29HJ000640	0002PHE00
BRP	3JBKKAP26HJ000842	0006BHC00
BRP	3JBVD AW23HK001482	0007SHA00
BRP	3JBKKAN24HJ000602	0006DHB00
BRP	3JBUKAP28HK000036	0008CHG00
BRP	3JBKKAP20HJ001016	0006YHA00
BRP	3JBUGAR29HK001324	0008WHF00
BRP	3JBVD AW21HK002307	0007SHA00
BRP	3JBVGAW21HK000791	0007XHC00
BRP	3JBLGAR26HJ002948	0005AHA00
BRP	YDV06988J617	00044HA00
BRP	YDV09408A717	00026HA00
BRP	3JBKKAP24HJ001780	0006YHA00
BRP	3JBLGAR28HJ003115	0002WHA00
BRP	YDV70229B717	00064HB00
BRP	3JBUGAR25HK002194	0008WHJ00
BRP	5KTWS1314HF544146	000T5HD00
BRP	5KTWS1316HF544147	000T5HD00
BRP	5KTWS1418HF544150	000T5HT00
BRP	5KTWS1310HF544158	000T7HD00
BRP	5KTWS141XHF544151	000T5HT00
BRP	3JBLKAJ28HJ001150	0002PHE00
BRP	YDV73871C717	00065HA00
BRP	YDV45570C717	00037HA00
BRP	3JBUGAN27HK000050	0006WHC00
BRP	3JBKGAN20HJ001070	0006THC00

BRP	3JBUGAP22HK000017	0008BHE00
BRP	3JBLGAT27HJ003373	0002THB00
BRP	3JBLGAR23HJ005497	0005AHE00
BRP	3JBLGAR27HJ004983	0005AHA00
BRP	3JBLGAR20HJ005490	0005AHE00
BRP	3JBLGAR27HJ004577	0005AHA00
BRP	3JBVNAW21HK001168	0009NHD00
BRP	3JBUGAR20HK002586	0008WHF00
BRP	3JUBAP25HK000012	0008LHE00
Forest River, Inc.	4X4TSHT24HC003300	CSHT18SSMX
Forest River, Inc.	4X4TSHC2XHC003401	CSHT27FQGDY
Forest River, Inc.	4X4TSMY23HE021227	CSMT231BHL
Forest River, Inc.	4X4TSMY27HE021229	CSMT231BHL
Forest River, Inc.	4X4TSHW24HC003454	CSHT21FQMX
Forest River, Inc.	4X4TSMC26HC014114	CSMT27TDSS
Forest River, Inc.	4X4TSMW25HE021247	CSMT211SSXL
Forest River, Inc.	4X4TSMB28HE021331	CSMT261BHL
Forest River, Inc.	4X4TSMC29HE021336	CSMT273QBXL
Forest River, Inc.	4X4TSMC20HE021337	CSMT273QBXL
Forest River, Inc.	4X4TSHZ20HC003530	CSHT24RQMX
Forest River, Inc.	4X4TSMZ20HE021507	CSMT241QBXL
Forest River, Inc.	4X4TSHW25HC003625	CSHT21RQMX
Forest River, Inc.	4X4TSHA22JC003885	CSHT25FQGMX
Forest River, Inc.	4X4TSMV27JE021824	CSMT202RDXL
Forest River, Inc.	4X4FSD25JC003923	CSHF28FWGDY
Forest River, Inc.	4X4TSMU23JE021983	CSMT191SSXL
Forest River, Inc.	4X4TSM20JE021976	CSMT254RLXL
Forest River, Inc.	4X4TSHD26JC003996	CSHT28KSGDY